

With the acceptance of the transport order, the following general terms and conditions are agreed to be legally binding:

1. Customer protection is considered agreed and is part of this contract.
2. The driver must always report to the loading and unloading point on behalf of Richter Transport GmbH.
3. The loading area must be checked before loading, dirt must be removed and loading spaces and tarpaulins must be clean and odorless.
4. Proper load securing is the responsibility of the carrier. The vehicle must be equipped with the necessary load securing equipment and personal protective equipment.
5. In the case of an agreed pallet exchange is the carrier obliged to exchange all Euro pallets, lattice boxes and Düsseldorf pallets immediately at the loading and unloading point. If an immediate exchange is not possible, the carrier undertakes to return the goods to the loading point within 14 days in return for a receipt. If we do not receive a return receipt within these 14 days, we will charge the carrier €15.00 per euro pallet, €120.00 per lattice box and €15 per Düsseldorfer pallet in Invoice and settle this with the freight. The pallet exchange fee and a possible fee for the pallet return are usually included in the agreed transport price. When loading, the driver must pay attention to the condition of the packaging and refuse to accept disposable or defective packaging.
6. In the case of the transport of dangerous goods, the TU is obliged to only use drivers who are trained in accordance with ADR and have a valid ADR certificate, and the vehicle used is equipped in accordance with ADR.
7. In the event of any delays, damage, shortages, delays in delivery or other problems, the person named above must be notified immediately.
8. The contract is subject to the law of the Federal Republic of Germany, unless other mandatory laws take precedence. Place of jurisdiction is Magdeburg.
9. Pursuant to Section 449 (2) No. 1 HGB, the contractor's liability for loss of and damage to goods, deviating from Section 431 (1) and (2) HGB, is agreed to be 40 SZR for each kilogram of the gross weight of the shipment.
10. The carrier is obliged to insure his liability adequately, in particular
  - a) Motor vehicle liability
  - b) Public liability/financial loss
  - c) Goods liability insurance according to GüKG with the above liability changes and CMR.
11. In cross-border traffic, the CMR conditions also apply.
12. As a contractor, you assure that you or the subcontractors you use have the necessary licenses for the transport in accordance with § 3, 6 GüKG n.F. (permit, EU license, third-country permits, ECMT permit) and that you comply with the cabotage regulation.
13. The contractor undertakes to use foreign drivers from third countries only with the required work permit. He also undertakes to ensure that the foreign drivers have an official certificate with an officially certified translation into German in accordance with Section 7b Paragraph 1 Clause 2 GüKG new version and carry it with them on every journey.
14. The contractor undertakes to pay the minimum wage in accordance with Section 20 MiLoG on time for the term of the contract. If the client violates the obligation from paragraph 1, he is obliged to pay a contractual penalty for each case of violation by the client at his reasonable discretion and in an amount that can be checked by the responsible local or regional court. The contractor undertakes not to have the services owed by him provided by a subcontractor. The contractor is only permitted to use subcontractors with the prior consent of the client. In this case, the contractor must inform the customer of the company and the registered office of the subcontractor and oblige the subcontractor to provide the services owed himself, as well as to pay the minimum wage § 20 MiLoG in good time and to present corresponding proof. If the contractor culpably violates the obligations from paragraph 1, he is obliged to pay a contractual penalty for each case of violation in an amount to be determined by the client at his reasonable discretion and verifiable by the responsible local or regional court. Upon first request, the contractor shall indemnify the client against all claims by third parties based on a violation of his obligations under the Minimum Wage Act or the violation of the obligation of subcontractors commissioned by him under the Minimum Wage Act.
15. The contractor ensures that the drivers comply with the driving and rest times in accordance with the statutory provisions. He carries out regular checks and monitors the drivers. Upon first request, he indemnifies the customer against all third-party claims based on a violation of driving and rest times, in particular in

accordance with the Ordinance on the Implementation of the Driving Personnel Act (Driving Personnel Ordinance). The contractor confirms that, within the meaning of Section 20a of the Driving Personnel Ordinance, he is able to carry out the planned transport orders in compliance with the regulations due to his personnel and material resources as well as his operational organization. In particular, the contractor is obliged to organize the activities of the driving personnel in such a way that the prescribed working, driving and rest times can be observed. There is a general ban on alcohol and drugs when driving the vehicle.

16. If the truck breaks down or if the agreed loading space is not provided, Richter Transport GmbH is entitled to charter a replacement vehicle, whereby any additional costs for this are to be borne by the contractor.
17. We generally do not reimburse any fees for any downtime that may arise at the loading or unloading point. Furthermore, we assume no liability for any escaped connection freight or vehicle daily rates.
18. The freight invoice can only be settled if we have the receipted (names also in block letters) delivery receipts in the original. In the case of transports from Volkswagen company, is the waybill from Volkswagen with the imprint "Freight payer" must be submitted.
19. The proof of delivery must be submitted to us within 7 days.